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Legal 80311-10-04

Lacoste, David

From: Mattison, Jeanette [Jeanette.Mattison@BELLSOUTH.COM]
Sent: Tuesday, November 09, 2004 10:24 AM
To: Lacoste, David
Subject: 98-603-C

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2004-323-C

BELLSOUTH

1600 Williams Street, Suite 5200
Columbia, South Carolina 29201

November 9, 2004

Mr. David Lacoste
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: First Amendment to Resale Agreement Negotiated by BellSouth
Telecommunications,
Inc. and High Tech Communications of Central Florida, Inc. pursuant to Sections 251
and 252 of the Telecommunications Act of 1996
Docket No. 98-603-C

Dear Mr. Lacoste:

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth
Telecommunications, Inc. ("BellSouth") and High Tech Communications of Central Florida,
Inc. ("HTC") submit to the South Carolina Public Service Commission their first amendment
to the resale agreement by and between BellSouth and HTC.

The effective date of this amendment is January 9, 2004 and it expires on July 25,
2005.

Very truly yours,

s/C. Lesley Addis

\\PSC-FP-01\Common\Public\Utilities\Interconnection Agreements\BellSouth\Affordable Phone
Services

**Amendment
To The
Resale Agreement Between
BellSouth Telecommunications, Inc.
High Tech Communications of Central Florida, Inc.
Dated July 24, 2002**

Pursuant to this Amendment, BellSouth Telecommunications, Inc. (BellSouth) and High Tech Communications of Central Florida, Inc. (HTC), hereinafter referred to collectively as the "Parties", agree to amend that certain Resale Agreement between the Parties dated (July 24, 2002) ("Agreement") to be effective the date of the last signature.

WHEREAS, HTC has changed the name of said business to Affordable Phone Services, Inc. and Affordable Phone Services, Inc d/b/a High Tech Communications (Affordable Phone), a Florida corporation.

WHEREAS, the Parties desire that the Resale Agreement be amended to reflect the correct corporate entity name.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The name of (High Tech Communications of Central Florida, Inc.) in the Resale Agreement is hereby deleted throughout the Resale Agreement and replaced with (Affordable Phone Services, Inc. and Affordable Phone Services, Inc d/b/a High Tech Communications).
2. All of the other provisions of the Resale Agreement, dated (July 24, 2002), shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

Affordable Phone Services, Inc. and
Affordable Phone Services, Inc. d/b/a High
Tech Communications

By: 

By: 

Name: Patrick Finlen Kristen E Rowe

Name: Gina Harygarine

Title: Assistant Director, ICS Marketing

Title: Vice President

Date: 1/9/2004

Date: 12/23/03

Version R1Q03: 05/09/03

[CCCS Amendment 2 of 2]

[CCCS Amendment 2 of 2]